



Cornell University
ILR School

Cornell University ILR School
DigitalCommons@ILR

Retail and Education Collective Bargaining
Agreements - U.S. Department of Labor

Collective Bargaining Agreements

2-1-1959

Retail Baking Companies in New York, NY and Cake Bakers Union Local 51

Follow this and additional works at: <https://digitalcommons.ilr.cornell.edu/blscontracts2>

Thank you for downloading an article from DigitalCommons@ILR.

Support this valuable resource today!

This Article is brought to you for free and open access by the Collective Bargaining Agreements at DigitalCommons@ILR. It has been accepted for inclusion in Retail and Education Collective Bargaining Agreements - U.S. Department of Labor by an authorized administrator of DigitalCommons@ILR. For more information, please contact catherwood-dig@cornell.edu.

If you have a disability and are having trouble accessing information on this website or need materials in an alternate format, contact web-accessibility@cornell.edu for assistance.

Retail Baking Companies in New York, NY and Cake Bakers Union Local 51

Location

New York, NY

Effective Date

2-1-1959

Expiration Date

1-31-1962

Number of Workers

1200

Employer

Retail Bakery Companies in New York, NY

Union

American Bakery and Confectionery Workers International Union

Union Local

51

NAICS

44

Sector

P

Item ID

6178-010b038f003_01

Keywords

collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

Comments

This digital collection is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial, educational use, only.

7th
JUN 29 1980

Cake Bakers Union

Local 51

American Bakery and Confectionery Workers
International Union

— Affiliated with AFL-CIO —

210 WEST 50th STREET, NEW YORK, 19

CO 5 - 0355



RETAIL AGREEMENT

Name _____

Address _____

Telephone _____

DATED: February 1, 1959

THIS AGREEMENT, made and entered into the 1st day of February, 1959, by and between CAKE BAKERS UNION, LOCAL 51 OF GREATER NEW YORK, affiliated with the AMERICAN BAKERY & CONFECTIONERY WORKERS INTERNATIONAL UNION, A.F.L.-C.I.O., hereinafter designated "UNION", and

hereinafter designated "EMPLOYER",

W I T N E S S E T H:

In consideration of the mutual promises hereinafter set forth, and of the granting of the right to the EMPLOYER to use the UNION label as hereinafter specified, the parties hereto agree as follows:

FIRST: The EMPLOYER recognizes the UNION as the sole collective bargaining representative of all employees employed in its establishment or establishments, and agrees that it will bargain solely with the UNION and carry on negotiations with said UNION with respect to all matters relating to the terms and conditions of employment.

SECOND: The EMPLOYER shall employ in his bakery or bakeries none but members in good standing with the UNION as bakers, helpers, porters and all other employees. The UNION agrees to furnish, upon demand, a sufficient number of employees.

THIRD: (a) Commencing as of February 1st, 1959, minimum wages in all establishments affected by this agreement shall be as follows:

First Hand	\$20.00 per day	\$120.00 per week of 6 days
Second Hand	19.00 " "	114.00 " " " " "
Porter	12.50 " "	75.00 " " " " "

The wages existing as of February 1st, 1959 of all employees covered by this agreement shall be increased in the sum of \$1.00 per day.

(b) Commencing as of February 1st, 1960, ✓ 43
minimum wages in all establishments affected by this agreement shall be as follows:

First Hand	\$21.00	per day	\$126.00	per week of	six days
Second Hand	20.00	" "	120.00	" "	" "
Porter	13.50	" "	81.00	" "	" "

The wages existing as of February 1st, 1960 of all employees covered by this agreement shall be increased in the sum of \$1.00 per day.

(c) Commencing as of February 1st, 1961, ✓
minimum wages in all establishments affected by this agreement shall be as follows:

First Hand	\$22.00	per day	\$132.00	per week of	six days
Second Hand	21.00	" "	126.00	" "	" "
Porter	15.00	" "	90.00	" "	" "

The wages existing as of February 1st, 1961 of all employees covered by this agreement shall be increased in the sum of \$1.00 per day.

(d) All employees shall be paid at the rate of time and a half for all hours worked after seven and a half hours of each day or night.

(e) All wages shall be paid in cash at the end of each week's work for all work done during that week. Upon the failure or neglect of the EMPLOYER to pay the wages due to his employees for a period of one week during the life of this agreement, the rights and privileges of the EMPLOYER under this agreement, shall be suspended, at the option of the UNION, unless and until he shall have fully paid the wages unpaid

and due to his employees and, further, unless and until he shall have deposited with the UNION a sum equivalent to two weeks wages of all of his employees, to be held by the UNION as security, and to be applied to the payment of any wages which may become due and unpaid in the future.

FOURTH: (a) The EMPLOYER shall contribute weekly the sum of \$1.75 for each day or nights work (including vacations and holidays) of each of his employees covered by this agreement to the CAKE BAKERS UNION WELFARE FUND.

(b) The above contributions shall be made for each week of this agreement, whether the shop is open or not. For any week or weeks during which the shop may be closed, the contributions shall be based upon the number of days or nights work in the week preceding such closing. Such contributions shall be on a single basis even though double wage payments are made where employees or their replacements work on vacations or holidays.

(c) Such WELFARE FUND shall be used to provide for death, sickness, accident, health and miscellaneous benefits or any one or combination thereof for such employees and their dependents. Said WELFARE FUND shall, in addition to the foregoing, maintain a Retirement Fund for the benefit of the said covered employees as the Trustees of said WELFARE FUND may determine.

(d) Such payments shall be due and payable at the same time as wages.

(e) It shall be the obligation of the EMPLOYER to make the required payments to the Office of the WELFARE FUND, as follows: Cake Bakers Union Welfare Fund, 1627 Broadway, New York 19, N. Y.

(f) The EMPLOYER ratifies and agrees to be subject and bound by all of the terms and provisions of the Agreement and Declaration of Trust of CAKE BAKERS UNION WELFARE FUND, as amended, together with any and all amendments thereof hereafter duly approved by the Trustees of the said Fund.

FIFTH: The hours of labor in all of the shops, shall be eight (8) hours per day, inclusive of a half hour for lunch.

SIXTH: The members of the UNION shall not be required to work but shall be paid for the following days:

Two Days Rosh Hashonah
One Day Yom Kippur
May 1st
Thanksgiving
New Years (January 1st)
January 30th (Franklin D.
Roosevelt's Birthday)
Christmas Day

(61)-1
(62-64)-080

It is understood and agreed that payment shall be made for the eight holidays proportionately, upon a five day week basis, depending upon the number of days an employee works during a week on an average basis, i.e., for each day worked during an average week an employee shall be entitled to one-fifth of the pay for each of such holidays including the regular jobbers, but employees working six days per week shall in no event receive more than one day's holiday payment for each holiday.

If an employee works on any of the above listed holidays, he shall, in addition to the holiday pay, receive time and one half his usual rate of pay for the day's work.

SEVENTH: The EMPLOYER shall give to each of his regular employees, including regular jobbers, three weeks vacation with pay during each year of this agreement pro-rated in accordance with the provisions which follow: Such vacation pay shall, for each week of a vacation, be in the amount regularly earned by the employee from such EMPLOYER. (For instance, a man regularly employed for two days per week shall receive for each week of vacation two days pay from the EMPLOYER).

The entire vacation allowance of three weeks shall be paid on a pro-rata basis, as follows:

(a) There shall be credited to each employee covered by the agreement and who is on the payroll of an EMPLOYER on February 1st of each year covered by this agreement for purposes of vacation computation, service for the months of September, October, November, December of the preceding year, whether or not the individual was actually employed during that period of time, and each of such employees shall be entitled to one week's vacation for which the EMPLOYER shall make payment during the Passover holidays.

(b) For the months of January (which is to be credited the same way as (a) above), February, March and April in each year covered by this agreement, each employee shall be entitled to a second week's vacation.

(c) For the months of May, June, July and August in each year covered by this agreement, each employee shall be entitled to a third week's vacation.

(d) Any employee in a job newly created shall be paid for vacation on a proportionate basis according to his length of service. Such employee shall also be entitled to receive from his previous employer or employers payment for vacation credit he has accrued hereunder for the period from September 1st of

any year covered by this agreement, to the date of his new engagement.

(e) If an employee is discharged, laid off or leaves his job, he shall be entitled to a proportionate share of his second weeks and third weeks vacation, respectively based on his actual service within each of the aforesaid periods, provided, however, that within a particular month, if there are replacements, the employee who had the job for the largest portion of that month shall be entitled to vacation credit for that month. If an employee is discharged, laid off or leaves his job during a particular month and is not replaced, he shall be entitled to vacation credit on a pro-rated basis, including the period worked in that particular month. If an employee is hired during a given month and is not a replacement, he shall be given vacation credit for the portion of the month during which he works.

(f) The vacation period shall be between June 1st and Labor Day. The dates when such vacations shall be given shall be at the discretion of the employers within the aforesaid period.

(g) If an EMPLOYER closes down during a vacation or holiday period, the time during which the EMPLOYER's shop is closed shall, nevertheless, be credited for vacation purposes.

(h) A man going on vacation must be replaced by a member of the UNION during the vacation period. This does not apply to men laid off.

(i) The second and third weeks vacation may be paid for at any time up to and including Labor Day of any year covered by this agreement, excepting (a) an employee who is discharged, laid off, leaves his employment, or goes on vacation, shall at that time be paid for vacation credits accrued by him up to that time, (b) an EMPLOYER who closes his shop between

June and September shall pay for accrued vacation credits at that time up to one week if he closes for one week, and up to two weeks if he closes for more than one week.

(j) In no event shall a job call for more than three weeks vacation for any year during the period of this agreement regardless of the number of employees on that one job.

EIGHTH: (a) The EMPLOYER shall not discharge or lay-off any of his employees during the period beginning two (2) weeks before Rosh Hashonah, Yon Kippur, May 1st, Christmas and New Years Day. In the event of discharge or lay-off within two (2) weeks prior to any of the other holidays herein-above mentioned, the said other holidays shall be paid for to the man so discharged or laid-off or to his replacement, the UNION to make the choice.

(b) No permanent employee shall be summarily discharged without the approval of the UNION, except for drunkenness and dishonesty. In the event that the EMPLOYER desires to discharge an employee for any other just cause the EMPLOYER shall give written notice to the UNION by registered mail, return receipt requested of his intention to discharge. If the UNION disputes the propriety of the proposed discharge, the UNION shall serve a written reply by registered mail, return receipt requested, within twenty-four hours of receipt of the EMPLOYER's notice of intention to discharge.

The UNION and the EMPLOYER shall meet within twenty-four hours after notice of intention to dispute the discharge, to discuss the grievance. If the parties do not agree, the matter shall be submitted within twenty-four hours thereafter to the New York State Board of

46 47
3 2

52
5
Mediation for arbitration. The Board shall render a decision on the matter within forty-eight hours after the close of the hearing. No discharge shall take place until such decision has been rendered and the decision shall be final and binding on the parties and no appeal shall be taken therefrom.

(c) The EMPLOYER shall have the right to lay off workers because of a decline in business. The EMPLOYER and the UNION, however, shall mutually agree whether the lay-off shall be in the form of a straight lay-off or a division of work basis among the employees.

(d) The principle of seniority shall prevail for all employees covered by this agreement to the extent that seniority shall be based upon length of continuous service in each of the separate job classifications mentioned herein, to wit, first hand, second hand, and porter. The UNION may, however, waive the seniority provisions provided for herein.

NINTH: The duties of the porters shall be confined to cleaning pans, scrubbing floors, carrying flours, washing walls and removing ashes but in no event shall porters do the work of bakers.

TENTH: All employees shall be furnished, without cost, with adequate and sufficient laundry and supplies necessary on the job.

ELEVENTH: Effective May 1st, 1960, each employee whose mother, father, spouse, brother, sister or child shall die within the contract period, shall receive three days leave with pay for absence at or ⁴⁶48 ₃ near the time of death.

TWELFTH: It is understood and agreed that the substitute system shall be continued in force as heretofore.

THIRTEENTH: It is agreed that all individual

proprietors (by individual proprietors is meant an EMPLOYER who operates his bakery either individually or through a corporation) signatory to this agreement, shall be permitted to work in his own establishment, not to exceed a total of forty-eight hours per week. Managers shall not do any bakers work.

FOURTEENTH: The EMPLOYER hereby guarantees to keep his bakery or bakeries in operation a minimum of forty-nine full weeks per year except that if the EMPLOYER does not operate his bakery or bakeries for the Passover week, then and in that event as to such bakery or bakeries the minimum guarantee hereinabove specified shall be forty-eight weeks instead of forty-nine weeks. 24 |

FIFTEENTH: (a) The EMPLOYER agrees that every loaf of cake from one-half pound and up, must have a UNION label thereon. Labels shall be purchased from the UNION, and paid for by the EMPLOYER, the price thereof to be at the current rate.

(b) The property right in the label and to the use thereof is vested in the UNION, and it shall at all times remain the property of the UNION. In the event of any controversy where any EMPLOYER shall employ non-UNION workers or shall make use of a non-UNION shop in violation of this agreement, upon demand of the UNION, the use of the label shall be immediately suspended. In any event, the right to use the UNION label may be suspended by AMERICAN BAKERY & CONFECTIONERY WORKERS INTERNATIONAL UNION, A.F.L.-C.I.O. (the parent body), during the pendency of any controversy.

SIXTEENTH: (a) No sympathy strike shall be undertaken by the UNION other than upon the written order of the AMERICAN BAKERY & CONFECTIONERY WORKERS INTERNATIONAL UNION, A.F.L.-C.I.O., (the parent body), and unless a copy of such written order and ten days written notice be given to the EMPLOYER. Where the

sympathy strike is to aid another local bakers' UNION, which is affiliated with the AMERICAN BAKERY & CONFECTIONERY WORKERS INTERNATIONAL UNION, A.F.L.-C.I.O., ten days notice shall not be required.

(b) The EMPLOYER agrees not to assist, directly or indirectly, and no EMPLOYER shall sell, buy or deliver bread; rolls, cakes, or other baked products, directly or indirectly; to or from any person, firm or corporation against whom a strike is duly or legally declared by any UNION and approved by the AMERICAN BAKERY & CONFECTIONERY WORKERS INTERNATIONAL UNION, A.F.L.-C.I.O.

SEVENTEENTH: The EMPLOYER agrees that at any time that an officer, representative or delegate or a committee of the UNION, bearing the proper credentials of the UNION, desires to visit his shop or shops, the same may do so without hindrance or molestation; but only the delegate shall have immediate control or regulate the workmen in the shop.

EIGHTEENTH: The EMPLOYERS shall keep their bakeries in clean, sanitary condition, equipped with medicine chest containing necessary medicines and bandages for use in emergency cases, and carry insurance as provided by the Workmen's Compensation Law of the State of New York.

The EMPLOYER shall provide an adequate dressing room or locker room for all workers to be used by them for the purpose of dressing, washing, etc. Each worker shall have an individual locker.

NINETEENTH: (a) Effective February 1st, 1961, in the event the cost of living, as measured by the Consumer Price Index of the Bureau of Labor Statistics for the City of New York, shall increase 2%, the basic hourly wage rates provided for in this agreement shall automatically be adjusted by 2% and continue to be so automatically adjusted for every 2% increase or decrease

occurring thereafter during the life of this agreement.

(b) The initial base for computing an increase in the cost of living shall be the Consumer Price Index for the City of New York for the month of February, 1961. It is understood that this figure appears on or about March 15th, 1961. If there shall be a 2% increase from that level, the Consumer Price Index for the month in which such change will have occurred shall constitute the base from which the next 2% change shall be measured. 40
3
41-42
03

(c) Any wage increase or decrease provided for in this section shall automatically appear in the wages of each employee on the first payroll date after official announcement of the Consumer Price Index by the Bureau of Labor Statistics, and shall remain at such level until another change required by the provisions of this section occurs. Any new wage level established by virtue of this section shall constitute the basic rate from which overtime, holiday and vacation pay shall be computed.

(d) Notwithstanding anything to the contrary in this section, no wage rate shall be reduced below the minimum provided for in each classification as of February 1st, 1961. 37

TWENTIETH: In the event the EMPLOYER sells, transfers or assigns his bakery, the obligation of the EMPLOYER for unpaid wages, vacations, welfare or holiday pay due or to become due shall be binding on the transferee as well as on the original EMPLOYER. The transferee shall also be bound by all the terms of this agreement.

TWENTY-FIRST: This agreement shall not become operative nor shall the use of the UNION label occur hereunder until and unless it has been approved and countersigned by a duly authorized UNION

representative.

TWENTY-SECOND: In consideration of the UNION entering into this contract, the EMPLOYER and the individuals whose name are subscribed hereto jointly and severally agree to and with the UNION for the period of time specified in this contract that they will not establish, open or engage, or in any manner become interested, directly or indirectly, either as employer, owner, partner, (dormant or otherwise), agent, stockholder, director, officer, or otherwise, in any business, trade, occupation or employment whatsoever involving the manufacture of cake or related products unless in such business, trade, occupation or employment, all the terms and conditions set forth in this agreement are duly performed and fully complied with.

TWENTY-THIRD: This contract shall be in full force and effect from February 1st, 1959 to January 31st, 1962, and thereafter (at the option of the UNION), until the signing of a new agreement, the terms of which shall be retroactive to the above given expiration date.

IN WITNESS WHEREOF, the parties have hereunto affixed their respective seals and signatures by their duly authorized officers on the 1st day of February, 1959.

CAKE BAKERS UNION, LOCAL 51 OF GREATER NEW YORK
affiliated with the AMERICAN BAKERY & CONFECTIONERY
WORKERS INTERNATIONAL UNION, A.F.L.-C.I.O.

by: _____

EMPLOYER.

6178-0106038f003-01

200k

U. S. DEPARTMENT OF LABOR

BUREAU OF LABOR STATISTICS

WASHINGTON 25, D. C.

June 13, 1960

Mr. Sidney Permisson, Business Agent
Bakery and Confectionery Workers International Union #51
250 West 57th Street
New York 19, New York

Dear Mr. Permission:

We have in our file of collective bargaining agreements a copy of your agreement with Retail Bakery Employees. This agreement expired January 1959.

Would you please send us a copy of your current agreement—with any supplements and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

In addition, please provide the information requested below. You may return this form and your agreement in the enclosed envelope which requires no postage.

I should like to remind you that our agreement file is open to your use, except for material submitted with a restriction on public inspection.

Very truly yours,

Ewan Clague
Ewan Clague
Commissioner of Labor Statistics

If more than one agreement is enclosed, please provide information separately for each agreement on the back of this form.

1. NUMBER OF EMPLOYEES NORMALLY COVERED BY AGREEMENT 1200
2. Number and location of establishments covered by agreement 400
3. Product, service or type of business Retail Bakery
4. If previous agreement has been extended without change, indicate new expiration date

SIDNEY PERMISSON

(Your name)

210 WEST 50TH ST.

(Street)

BUSINESS AGENT

(Position)

NEW YORK 19, N.Y.

(City and State)